



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

INTERAGENCY AGREEMENT

City of Ilwaco

Agreement No. IAA 11-116

This Agreement is between the Washington State Department of Natural Resources, referred to as the DNR, and the City of Ilwaco, referred to as COI.

The DNR and COI enter into this Agreement under authority of Chapter 39.34 RCW of Washington State Interlocal Cooperation Act.

The purpose of this Agreement is to provide DNR with reimbursement for use of offender crews from the Naselle Youth Camp under the supervision of DNR.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The DNR shall provide labor (8-10 offenders), supervision of offender work crews, transportation, safety gear, basic hand tools and chainsaws or small power tools to perform miscellaneous labor intensive projects for COI. The COI will provide any specialized equipment and/or supplies and materials that the work projects may require. The COI shall provide a written work plan for each project and a contact person to meet with the DNR crew(s) on the first day of each project and as needed for the duration of the projects. Refer also to Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall begin on October 31, 2010, and end on December 31, 2011, unless terminated sooner as provided herein.

3.01 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed Three Thousand Five Hundred Dollars (\$3,500). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment B.

4.01 Billing Procedures. The DNR shall submit invoices monthly. Payment to the DNR for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The DNR shall maintain books, records, documents and other evidence to sufficiently document all direct and indirect costs incurred by DNR in providing the services. These records shall be available for inspection, review or audit by personnel of the COI, other personnel authorized by the COI and the Office of the State Auditor as authorized by law. DNR shall keep all books, records, documents and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to ensure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be works for hire as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute as follows: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute

board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement can not be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01. Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement that are effective without the invalid provision remain valid if the agreement formed by the remaining clauses conforms to the requirements of applicable law and the fundamental purpose of this agreement.

16.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

17.01 Insurances.

- (1) Self Insurance Liability Program

The DNR is part of the State of Washington and protected by the State's self-insured liability program as provided by chapter 4.92.130. The COI is protected through a liability program with Canfield and Associations. DNR and COI have entered into an agreement to provide services herein. This agreement will terminate on the date listed in the period of performance.

Each party to this agreement will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. The DNR

and COI agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this agreement.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

The Project Coordinator for COI is Dave McKee, Telephone Number 360.642.3357.

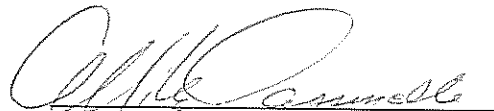
The Project Manager for the DNR is Dennis D. Trotter, Telephone Number 360.484.3223.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ILWACO

Dated: 11-16-10, 2010

By:



Mike Cassinelli

Title: Mayor
Address: P.O. Box 548
Ilwaco, WA 98624
360.642.3145

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: 11/23, 2010



By:


Eric Wisch

Title: Pacific Cascade Region Manager
Address: P.O. Box 280
Castle Rock, WA 98611
360.577.2025

Interagency Agreement
Approved as to form
By the Assistant Attorney General
State of Washington



Review:
 Jan Allen, Admin. Asst. 2
 Rex Hapala, Acting, RP&S ARM

Attachment A

STATEMENT OF WORK

The DNR shall provide offender crews from Naselle Youth Camp under the supervision of DNR supervisors to perform labor-intensive work on specific projects. The general scope of work will include brushing access sites and trails around Black Lake. Other projects could include site rehabilitation, general building and grounds maintenance on sites owned and managed by the City of Ilwaco or other projects that may be identified and agreed upon within the framework of this agreement.

Attachment B

BUDGET

Invoice Identification and Information

Each invoice voucher submitted to the City of Ilwaco by the Department will clearly reference IAA 11-116.

Billing for work done under agreement IAA 11-116 will be \$560.00 per crew day.
Work taking less than a full crew day will be billed at \$56.00 per crew hour.